

MEMORANDUM OF UNDERSTANDING

Between

Los Alamos County

and

Los Alamos Ski Club, Inc.

Subject: Working Together to Jointly Explore Water Sources and Economic Development Opportunities

Introduction:

This Memorandum of Understanding ("MOU") sets forth certain understandings between Los Alamos County and Los Alamos Ski Club Inc.

- A. **Background:** Los Alamos Ski Club, Inc. ("LASC") is a member owned organization which owns and manages Pajarito Mountain, a ski area and four season recreational resource to the Los Alamos community. Due to the damage of two major forest fires, plus several years of drought, the Ski Club is seeking to develop and design new water source options as well as creating economic development plans for a vibrant future. Los Alamos County ("County") has water rights and manages all utility resources for Los Alamos County and therefore, it makes sense to work together on solutions to these issues.
- B. **Purpose:** The purpose of this MOU is for the parties to work together to identify and explore water sources for land within Los Alamos County in the Jemez Mountains, including land on and adjacent to Pajarito Mountain and Camp May ("Land") for the purposes of fire protection, property development and snowmaking. In addition, County intends to procure the services of a professional planner to create a long-term plan for the Land, for sustainable economic growth and the preservation and enhancement of the Land as a community and regional recreational and natural asset.
- C. **Understandings:** Both parties understand that the economic vitality of the Land has a large impact on the quality of life, and economic vitality of Los Alamos County. Therefore, the parties intend to do the following:
 - a. Work together with a professional planner on a plan designed to develop a County adopted Area Plan to guide the development, preservation and enhancement of the Land. The professional planner will be a person or firm selected through the Los Alamos County procurement process, of which LASC member(s) will be included on the selection committee and will have input with regard to the evaluation, selection, and professional planning process. Some ideas to explore with the professional planner include but are not limited to:
 - i. Land Development on and adjacent to Pajarito Mountain and Camp May
 - ii. Increased recreational activities/services to attract more visitors to Los Alamos County
 - iii. Increased events and festivals to attract more visitors to Los Alamos County



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- iv. Improvements to facilities and equipment
- b. Work together to identify funding sources to create new water sources for the Land.
These options may include:
 - i. Pipeline from Los Alamos County Reservoir
 - ii. Drilling a well on the Land
 - iii. Pipeline for potable water
 - iv. Other options that include new potable and non-potable sources to sustain and enhance development and preservation of the Land

Review and Obligations:

- D. **Periodic review:** The parties may conduct a biennial review of this MOU for purposes of determining whether modifications to the MOU are necessary or if early termination is appropriate.
- E. **Funding and Legal Obligations:** The parties agree and acknowledge this MOU is neither a binding contract, nor an agreement to agree, and no liabilities or obligations arise as a result of the signing of this MOU, including any obligation to implement the recommendations of the professional planner. No Party shall be responsible for liability incurred as a result of any other party's act or omissions in connection with this MOU. Any liability incurred as a result of any party's participation in this MOU is subject to the immunities and limitations provided and imposed by the laws of the State of New Mexico. No funds are committed and no legal obligations are created by this MOU. Accordingly, the parties further acknowledge and agree that, as a result, this MOU is not intended to be nor shall it be enforceable by any court against either party. Any binding commitment for any of the funds or activities discussed in this MOU may be made under a separate funding agreement and are subject to all applicable laws. Each party shall be responsible for its own costs, if any, incurred in relation to this MOU, unless other arrangements are made through future written agreements.

Administration:

- F. **Public Information Coordination:** The parties understand it is in their mutual interest to consult with each other regarding the existence, nature, or purposes of this MOU.
- G. **Effective Date:** This MOU shall become effective upon the latter date of signature of the parties. It shall remain in effect for a five (5) year term from the effective date.
- H. **Amendment and Termination:** This MOU shall not be altered, changed or modified except by an amendment in writing executed by the parties. This MOU may be terminated by the mutual written understanding of the parties or by either party upon thirty (30) days written notice to the other party.
- I. **Notice.** Any notices required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

Los Alamos Ski Club, Inc.:
379 Camp May Rd.

Los Alamos County:

1000 CENTRAL AVE, SUITE 350

Los Alamos, NM 87544

LOS ALAMOS, NM 87544

Los Alamos, New Mexico 87544

Los Alamos, New Mexico 87544

Representation:

- J. Each party represents that it has full power and authority to enter into this MOU. The Los Alamos Ski Club acknowledges that the Board of Directors is a Board of volunteer members who commit to three year terms. The President of the Board is voted by the other Board Members and can only serve in two year increments.

IN WITNESS WHEREOF the parties have executed this MOU on the date(s) set forth opposite the signatures of their authorized representatives.

ATTEST:

SHARON STOVER
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY:

HARRY BURGESS
COUNTY ADMINISTRATOR

DATE

APPROVED AS TO FORM:

REBECCA W. EHRLER
COUNTY ATTORNEY

LOS ALAMOS SKI CLUB, INC.

BY:

NAME: Philip Rose
TITLE: President LASC

DATE

11/21/13.